REMARKS

Reconsideration of the present application is respectfully requested in view of the following remarks. Prior to entry of this response, Claims 1 and 3-23 were pending in the application, of which Claims 1, 6, 7, and 23 are independent. In the Final Office Action dated November 13, 2008, Claims 1 and 3-23 were rejected under 35 U.S.C. § 103(a). Following this response, Claims 1, 3-8, and 10-23 remain in this application, with Claim 9 being canceled without prejudice or disclaimer by the Amendment. Applicants hereby address the Examiner's rejections in turn.

I. Interview Summary

Applicants thank Examiner Nguyen for the courtesy of a telephone interview on January 13, 2009, requested by the undersigned to discuss the rejection of the current claims under 35 U.S.C. § 103. During the interview, the Examiner suggested including a recitation regarding the credit message, the positive, and negative message. The Examiner further indicated that while the claims as amended overcome the cited references, further searching would be necessary. No agreement was reached regarding patentability.

II. Rejection of the Claims 1, 3, 5-16, 18 and 20-23 Under 35 U.S.C. § 103(a)

In the Final Office Action dated November 13, 2008, the Examiner rejected Claims 1, 3, 5-16, 18 and 20-23 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. Pub. No. 2004/0010612A1 ("*Pandya*") in view of U.S. Pat. No. 5,499,371 ("*Henninger*"). Claims 1, 6, 7 and 23 have been amended, and Applicants respectfully submit that the amendment overcomes this rejection and adds no new matter.

Amended Claim 1 is patentably distinguishable over the cited art for at least the reason that it recites, for example, "wherein the network discovery phase is configured to: create, by the client, an RDMA connection to the server over a shared RDMA-capable provider; and authenticate, by the client and the server, the RDMA connection, wherein the network discovery phase configured to authenticate the RDMA connection is configured to: send, by the server, a credit request message, wherein the credit request

message comprises one of the following: the number of credits the client have to give up and the number of credits that the server has newly allocated for use by the client; receive, by the client, the credit request message; in response to the client receiving the credit request message, send, from the client to the server, one of the following: one message if an information field in the credit request message is positive, wherein the positive credit request message comprises credits that the server has newly allocated for use by the client, and at least one message if the information field in the credit request message is negative, wherein the negative credit request message comprises one message for each credit that the client has to give up; and in response to receiving the message from the client, send by the server, a response for each message received from the client." Amended Claim 6, 7 and 23 include a similar recitation. Support for these amendments can be found in the specification at least on page 26, line 12 to page 27, line 22.

In contrast, *Pandya* at least does not disclose the aforementioned recitation from Claim 1. For example, *Pandya* discloses that functions allow an OS SCSI software stack to discover an iSCSI device set and get options/parameters to start the device and release the device. (*See* page 7, paragraph [0100]). Because *Pandya* does not disclose a network discovery phase, *Pandya* does not disclose a network discovery phase configured to create and authenticate an RDMA connection. Rather, *Pandya* merely discloses that an OS SCSI software stack is used to discover an iSCSI device.

Furthermore, *Henninger* does not overcome *Pandya's* deficiencies. *Henninger* merely discloses that a method writes code that when executed will send an insert command or commands to a database, to store in the database, all the information for a new object instance. (*See* col. 10, lines 40-43.) In *Henninger*. the method writes code which when executed will send a query to the database to access a related database table using a primary key of this class. (*See* col. 11, lines 52-54.) Like *Pandya*, nowhere does *Henninger* disclose a network discovery phase configured to create and authenticate an RDMA connection. Rather, *Henninger* merely discloses a method writes code that when executed sends an insert or sends a query.

Combining *Pandya* with *Henninger* would not have led to the claimed invention because *Pandya* and *Henninger,* either individually or in combination, at least do not disclose or suggest "wherein the network discovery phase is configured to: create, by the

client, an RDMA connection to the server over a shared RDMA-capable provider; and authenticate, by the client and the server, the RDMA connection, wherein the network discovery phase configured to authenticate the RDMA connection is configured to: send, by the server, a credit request message, wherein the credit request message comprises one of the following: the number of credits the client have to give up and the number of credits that the server has newly allocated for use by the client; receive, by the client, the credit request message; in response to the client receiving the credit request message, send, from the client to the server, one of the following: one message if an information field in the credit request message is positive, wherein the positive credit request message comprises credits that the server has newly allocated for use by the client, and at least one message if the information field in the credit request message is negative, wherein the negative credit request message comprises one message for each credit that the client has to give up; and in response to receiving the message from the client, send by the server, a response for each message received from the client," as recited by amended Claim 1. Claims 6, 7, and 23 each includes a similar recitation. Accordingly, independent Claims 1, 6, 7, and 23 each patentably distinguishes the present invention over the cited references, and Applicants respectfully request withdrawal of this rejection of Claims 1, 6, 7, and 23.

Dependent Claims 3-5, 8, 10-22 are also allowable at least for the reasons described above regarding independent Claims 1, 6, and 7, and by virtue of their dependency upon independent Claims 1, 6, and 7. Accordingly, Applicants respectfully request withdrawal of this rejection of dependent Claims 3-5, 8, 10-22.

III. Rejection of the Claims 4, 17, and 19 Under 35 U.S.C. § 103(a)

In the Final Office Action, the Examiner rejected Claims 4, 17, and 19 under 35 U.S.C. § 103(a) as being unpatentable over *Pandya* in view of *Henninger* in further view of U.S. Pat. Pub. No. 2004/0117438A1 ("*Considine*"). Dependent Claim 4 is patentably distinguishable over the cited art for at least the reason that it includes, due to its dependencies on amended independent Claim 1, "wherein the network discovery phase is configured to: create, by the client, an RDMA connection to the server over a shared

RDMA-capable provider; and authenticate, by the client and the server, the RDMA connection, wherein the network discovery phase configured to authenticate the RDMA connection is configured to: send, by the server, a credit request message, wherein the credit request message comprises one of the following: the number of credits the client have to give up and the number of credits that the server has newly allocated for use by the client; receive, by the client, the credit request message; in response to the client receiving the credit request message, send, from the client to the server, one of the following: one message if an information field in the credit request message is positive, wherein the positive credit request message comprises credits that the server has newly allocated for use by the client, and at least one message if the information field in the credit request message is negative, wherein the negative credit request message comprises one message for each credit that the client has to give up; and in response to receiving the message from the client, send by the server, a response for each message received from the client." Dependent Claims 17 and 19 are patentably distinguishable over the cited art for at least the reason that they include a similar recitation due to their dependencies on amended independent Claim 7.

As established above, *Pandya* at least does not disclose the aforementioned recitation from Claim 1. For example, *Pandya* discloses that functions allow an OS SCSI software stack to discover an iSCSI device set and get options/parameters to start the device and release the device. (*See* page 7, paragraph [0100]). Because *Pandya* does not disclose a network discovery phase, *Pandya* does not disclose a network discovery phase configured to create and authenticate an RDMA connection. Rather, *Pandya* merely discloses that an OS SCSI software stack is used to discover an iSCSI device.

As established above, *Henninger* does not overcome *Pandya's* deficiencies. *Henninger* merely discloses that a method writes code that when executed will send an insert command or commands to a database, to store in the database, all the information for a new object instance. (*See* col. 10, lines 40-43.) In *Henninger*, the method writes code which when executed will send a query to the database to access a related database table using a primary key of this class. (*See* col. 11, lines 52-54.) Like *Pandya*, nowhere does *Henninger* disclose a network discovery phase configured to create and authenticate

an RDMA connection. Rather, *Henninger* merely discloses a method writes code that when executed sends an insert or sends a query.

Furthermore, *Considine* does not overcome *Pandya's* and *Henninger's* deficiencies. *Considine* merely discloses that an internal services layer includes support for NFS (industry-standard Network File Service, provided over UDP/IP (LAN) or TCP/IP (WAN); and CIFS (compatible with Microsoft Windows File Services, also known as SMB. (*See* page 4, paragraph [0085]). Like *Pandya* and *Henninger*, nowhere does *Considine* disclose a network discovery phase configured to create and authenticate an RDMA connection. Rather, *Considine* merely discloses an internal service layer supports various services.

Combining *Pandya* with *Henninger* and *Considine* would not have led to the claimed invention because *Pandya, Henninger* and *Considine,* either individually or in combination, at least do not disclose or suggest "wherein the network discovery phase is configured to: create, by the client, an RDMA connection to the server over a shared RDMA-capable provider; and authenticate, by the client and the server, the RDMA connection, wherein the network discovery phase configured to authenticate the RDMA connection is configured to: send, by the server, a credit request message, wherein the credit request message comprises one of the following: the number of credits the client have to give up and the number of credits that the server has newly allocated for use by the client; receive, by the client, the credit request message; in response to the client receiving the credit request message, send, from the client to the server, one of the following: one message if an information field in the credit request message is positive, wherein the positive credit request message comprises credits that the server has newly allocated for use by the client, and at least one message if the information field in the credit request message is negative, wherein the negative credit request message comprises one message for each credit that the client has to give up; and in response to receiving the message from the client, send by the server, a response for each message received from the client," as included in dependent Claim 4. Dependent Claims 17 and 19 each include a similar recitation. Accordingly, dependent Claims 4, 17, and 19 are each patentably distinguishable over the cited art, and Applicant respectfully requests withdrawal of this rejection of dependent Claims 4, 17, and 19.

IV. Conclusion

The preceding arguments are based only on the arguments in the Office Action, and therefore do not address patentable aspects of the invention that were not addressed by the Examiner in the Office Action. Thus, the claims may include other elements that are not shown, taught, or suggested by the cited art. Accordingly, the preceding argument in favor of patentability is advanced without prejudice to other bases of patentability. Furthermore, the Final Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Final Office Action.

In view of the foregoing remarks, Applicants respectfully submit that the claimed invention, as amended, is neither anticipated nor rendered obvious in view of the prior art references cited against this application. Applicants therefore request the entry of this Amendment, the Examiner's reconsideration and reexamination of the application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

Respectfully submitted,

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